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ABSTRACT

The collective bargaining agreement between Long Island University and the Arnold & Marie Schwartz College of Pharmacy and Health Sciences Chapter (50 members) of the American Association of University Professors (AAUP) covering the period November 1, 1981-November 1, 1986 is presented. Items covered in the agreement include: AAUP recognition, nondiscrimination, governance, peer evaluation faculty evaluation committees, personnel file, tenure, contractual employment, standards for notice of termination, workload, academic calendar and ceremonies, annual leave, termination for cause, management rights/union rights, reassignment of personnel, wages, retirement plan, retirement age, group life term insurance, tuition remission, death benefits to spouse, health insurance, total disability benefits plan, grievance and arbitration procedures, no strikes/lockouts, and university-union relationship. Appended are the October 1983 modification to the January 1982 agreement covering contractual employment, recall rights of contract employment faculty, discipline for cause, wages, dues checkoff, grievance procedure, and fringe benefits. (SW)

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AGREEMENT

between

LONG ISLAND UNIVERSITY

and the

ARNOLD & MARIE SCHWARTZ COLLEGE OF PHARMACY AND HEALTH SCIENCES

LONG ISLAND UNIVERSITY CHAPTER

OF THE

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

1981 - 1986

HE015459

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PREAMBLE

AGREEMENT entered into this 1 day of November 1981, by and between the ARNOLD & MARIE SCHWARTZ COLLEGE OF PHARMACY AND HEALTH SCIENCES, LONG ISLAND UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (hereinafter referred to as the AAUP-AMS) and the BOARD OF TRUSTEES, LONG ISLAND UNIVERSITY (hereinafter referred to as the "Board").

W I T N E S S E T H :

WHEREAS, the Board and the AAUP-AMS desire to cooperate in establishing conditions which tend to provide fair and reasonable wages, hours, and terms and conditions of employment, and

WHEREAS, the Board is a nonprofit educational institution under the jurisdiction of the Department of Education of the State of New York,

WHEREAS, a secret ballot election has been conducted by the National Labor Relations Board, and

WHEREAS, the members of the bargaining Unit hereinafter set forth, freely selected the AAUP-AMS as their representative for the purpose of collective bargaining, and

WHEREAS the parties hereto obligate themselves to carry out in good faith the provisions of this Agreement recognizing the high trust and responsibility reposing upon the Unit members to maintain at all times full and uninterrupted operation of the Employer as an educational institutional, and

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WHEREAS, the parties solemnly dedicate themselves to the resolution of differences which might arise between them through the instrumentalities provided herein, and

WHEREAS, the Board and the AAUP-AMS subscribe to the following Statement on Academic Freedom and Responsibility: Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. The purpose of this statement is to guarantee academic freedom and promote academic responsibility within.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with University activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antithesis of academic freedom and responsibility and are acts which, in effect, deny freedom of speech, freedom to be heard and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education to freely study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of

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truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

Academic Freedom.

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he should be careful to present various scholarly views related to this subject and avoid presenting totally unrelated material.

Academic Responsibility.

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and a representative of an educational institution. When he/she speaks or writes as an individual, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educator, he/she should remember that the public may judge his profession and his institution by his/her utterances. Hence, he/she should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should

make every effort to indicate that he/she is not an institutional spokesman.

Further, a full-time appointment to a faculty position at the Arnold & Marie Schwartz College of Pharmacy & Health Sciences of Long Island University is a primary professional commitment. This commitment obligates the faculty member in two ways: as a member of the national and international world of learning and a member of the University community. Though the first responsibility to the University is that of teaching, faculty members are required to be regularly accessible for conferences with students, to participate in appropriate extracurricular undertakings, and expected to serve on various Center and University committees and as a member of Center and University councils and other assemblies.

It is expected that a faculty member will continue to improve his/her professional standing through study and thought, and also through activities such as research, publication, attendance at professional conferences, and the presentation of papers and lectures. Such professional involvements enhance the faculty member's abilities as a teacher and as a member of the University community; they should be undertaken with a view toward supporting the value of faculty activities on campus and equipping the person to participate in significant educational innovation as well as toward enhancing professional stature.

NOW, THEREFORE, it is agreed:

ARTICLE I

RECOGNITION

Section 1.

The Employer agrees to recognize the AAUP-AMS as the exclusive bargaining representative for regular full-time faculty members employed at the Arnold and Marie Schwartz College of Pharmacy and Health Sciences excluding all other employees including part-time or adjunct faculty members, administrators, Division Directors, non-course teaching staff members of the Drug Information Center, Director of the Drug Information Center, externship preceptors, laboratory associates, laboratory assistants, residents in drug information, supervisors, guards, and watchmen as defined in the National Labor Relations Act.

Section 2.

It is understood that nothing contained in this Article shall be construed to prevent the Employer or any of its designees from meeting with any individual or organization to hear views on any matters, except those matters which are proper subjects of collective negotiations, and covered by a term of this Agreement.

ARTICLE II

NONDISCRIMINATION

Section 1.

The Employer and the AAUP-AMS shall not discriminate against an employee covered by this Agreement in terms and conditions of employment because of sex, race, national origin, religion, membership or nonmembership in the AAUP-AMS or political belief. The Employer and the AAUP-AMS shall comply with applicable provisions of Federal, State, and local laws and regulations relevant to discrimination in employment because of age.

Section 2.

A grievance alleging a violation of this article shall not be processed under this Agreement on behalf of any employee who files or prosecutes, or permits to be filed or prosecuted on his/her behalf in any court or governmental agency, a claim, complaint or suit, complaining of the action grieved, under applicable federal, state or local law or regulation.

ARTICLE III

GOVERNANCE

The AAUP-AMS and the University understand that, except for collective bargaining regarding terms and conditions of employment which is within the exclusive purview of the AAUP-AMS the governance of the Arnold & Marie Schwartz College of Pharmacy and Health Sciences of Long Island University may involve other constituencies and modes of consultation and decision-making in addition to those cited in this Agreement.

Both parties will encourage the pluralism in governance represented by bodies appointed by the Administration, or elected from the Faculty, Students and Alumni, and will support cooperative interaction of such groups to aid in the effective functioning of the Brooklyn Center. The AAUP-AMS may petition any such body for the privilege of observing and presenting matters for consideration.

Both parties will especially consider the inherent interests of students, alumni, and community; furthermore, both parties will use their best efforts to maintain and foster their participation in the conduct of the affairs of the Brooklyn Center.

ARTICLE IV

PEER EVALUATION - FACULTY EVALUATION COMMITTEES

Section 1. Peer Evaluation.

a. The Employer and the AAUP-AMS subscribe to the principle of peer evaluation and the exercise of academic judgement as essential to the maintenance of academic and professional standards of excellence. The responsibility for the evaluation of the credentials, performance and professional activities of all faculty members rests principally but not exclusively with their peers. The determination of all APPT matters is a Board prerogative. The purpose of faculty evaluations shall be to encourage the improvement of individual professional performance and to provide a basis for Board decisions on appointment, reappointment, promotion and tenure.

b. For the purpose of evaluating individual merit and to enable appropriate recommendations to be made for appointment, reappointment, promotion and tenure, the University and the AAUP-AMS agree that there shall be a College Faculty Review Committee.

c. Traditional practices respecting appointment and non-reappointment of nontenured faculty during probation are recognized as consistent with this Agreement. These practices shall be consistent with this Agreement.

Section 2. Evaluation Criteria.

a. Criteria appropriate to the discipline (supplemental to the minima qualifications for appointment as stated in the

1979 Long Island University Statutes) shall be developed and applied by the Arnold & Marie Schwartz College of Pharmacy and Health Sciences.

b. The following criteria shall be used as a basis for making recommendations by all persons and committees involved in the ARPT process:

1. Teaching effectiveness as attested to by peer and student evaluation(s).
2. Professional degrees or achievements.
3. Scholarship, fellowships or awards.
4. The pursuit and direction of postgraduate studies or other professional efforts.
5. Advisory and counseling service to students.
6. Membership and activity in professional societies.
7. Contributions to activities or educational programs or administrative work of the University other than teaching and research.
8. Breadth and depth of expertise in specialty areas.
9. Quantity and quality of publications.
10. Innovative and creative work.
11. Professional activities in the community (local, state, national and international), and
12. Conscientious and diligent discharge of responsibilities.

Section 3. Faculty Review Committee (FRC).

The College's Faculty Review Committee (FRC) shall be

elected by all full-time members of the faculty. The Committee shall consist of three (3) tenured faculty members and two (2) nontenured members. The two (2) nontenured members shall not exercise voting privileges in tenured recommendations of the Committee. Members of the FRC shall be elected for a minimum of two year terms.

The Committee's recommendations shall be made on the basis of individual merit as judged by the criteria in Section 2(b) above.

Section 4. Academic Judgment.

a. Academic judgment exercised in the evaluation of faculty shall mean the judgment of academic authorities (including faculty, chairperson, division directors, deans, president and University officers) as to whether to recommend appointment, reappointment, promotion and tenure to a particular individual on the basis of established ARPT procedures, criteria and information.

b. Where the Executive Dean and the FRC disagree, the Dean shall meet with the FRC for the purpose of giving his reasons in person. Should the FRC and the Dean still disagree, both parties will reconsider. If neither party reverses position, the matter shall be resolved by the President's decision.

c. The President shall make his ARPT determinations on the basis of merit and institutional need. When the Center president determines not to recommend to the Board a person

ARTICLE V

PERSONNEL FILE

The College of Pharmacy shall maintain a personnel file for each faculty employee.

The file shall be maintained by the Executive Dean and may include, but not be limited to the following:

1. Official personnel summary form, updated at least annually by the employee.
2. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request.
3. Employment records generated by the college.
4. Memoranda of discussions between the employee and his Division Director relating to evaluations of the employee's professional performance.
5. All evaluation and observation reports of the employee's academic and professional performance.

Anonymous documents shall not be included in the file. All materials placed in the employee's personnel file shall be made available upon request to the employee who may attach any comments he may desire.

The personnel file shall be available for examination to the individual employee at his request. Otherwise, only his designee, the administration, and the committees and individuals responsible for the review and recommendation of the employee with respect to reappointment, promotion, tenure or disciplinary action shall have access to this file.

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affirmatively recommended to him by the College's Administration and Faculty Review Committee, the affected individual shall be notified in writing by the President of his decision and the reason(s) therefore.

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ARTICLE VI

TENURE

Section 1.

Appointment with tenure is a prerogative of the Board and can be authorized only by explicit action of the Board. To be considered for tenure, a full-time faculty employee shall: (1) have met the requirements for faculty rank as defined in the 1979 University Statutes; (2) have attained at least the faculty rank of Assistant Professor; (3) have the requisite number of years of nontenured probationary service as a full-time faculty member at the Arnold & Marie Schwartz College of Pharmacy and Health Sciences of Long Island University; (4) have demonstrated excellence in teaching, evidence of scholarship, professional development, and service to Long Island University; and (5) be affirmatively recommended by the FRC, the Dean, and the Center President.

Section 2.

Faculty employed at the Arnold and Marie Schwartz College of Pharmacy and Health Sciences who have received tenure prior to the effective date of this Agreement shall hold continuing appointment in the department, within the division, school or college, of their tenured appointment. Such appointment shall not be subject to regular review and shall end with retirement unless terminated for cause or to meet institutional financial or academic need; such institutional need shall be demonstrated by compelling reasons.

ARTICLE VII

CONTRACTUAL EMPLOYMENT

The Contractual Employment classification is designed to provide full-time employment opportunities on an annual basis upon completion of six or seven years of probationary faculty service.

a. Anything to the contrary notwithstanding, the parties agree that the practice of tenure by estoppel and the seven-year limitation of nontenured, continuous full-time service shall not apply to Unit members who are employed under the provisions of this Article.

b. Probationary employees upon completion of their sixth or seventh year of probationary service, who are not awarded tenure, may be offered full-time Contractual Employment. Persons holding Contractual Employment appointments shall not be considered to be in probationary status nor shall they be considered tenured, de facto or otherwise. However, faculty employees who meet all the requirements for tenure consideration shall be so considered in each year of their employment in the Contractual Employment classification.

c. The employment, retention, evaluation, or assignment of persons employed in the classification, Contractual Employment, shall not be subject to the grievance procedure established in this contract.

ARTICLE VIII

STANDARDS FOR NOTICE OF TERMINATION

Notice of nonreappointment should be given in writing in accordance with the following standards:

(1) Not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(2) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if an initial two-year appointment terminates during an academic year, at least six months in advance of its termination.

(3) At least eleven months before the expiration of an appointment after two or more years in the institution.

ARTICLE IX

WORKLOAD

Section 1. Workload for full-time teaching members of the faculty bargaining unit.

a. The workyear shall be from September 1 through August 31. Except for periods of annual leave as currently provided by this Agreement, full-time teaching members of the bargaining unit shall be available for assignment to professional activities.

b. Primary Professional Employment. Full-time faculty members may engage in professional activity outside the University provided that full disclosure is made by the unit member and that such activity is deemed by the Center President not to be excessive to the unit member's full-time commitment to the Center. Each full-time unit member shall be responsible for filing the Center's official disclosure of outside activities form which shall not require disclosure of personal income. Forms shall be filed in the office of the President by October 15 of the Fall semester and by March 1 of the Spring semester. Failure to file the form or willful misrepresentation shall be considered cause for disciplinary action up to and including discharge.

Notwithstanding anything in this Agreement to the contrary, a unit member shall not be permitted to hold a full-time appointment at the Arnold and Marie Schwartz College of Pharmacy and Health Sciences of Long Island University if it is estab-

lished that he has full-time professional employment elsewhere.

c. Nonteaching Duties. All full-time faculty members are expected to perform during the academic year reasonable non-teaching duties and functions associated with their academic status, such as counseling students during office hours and during the registration process. Faculty shall participate in committees and in Center academic meetings and convocations, continue their professional growth, and provide the Division and the Center with appropriate academic and administrative assistance.

d. Normal Workload. The required teaching load for a full-time faculty member appointed for the academic year is 12 semester credit hours in each of the two regular fall/spring semesters of the academic year. The required teaching load for a full-time faculty member appointed for the calendar year is 12 semester credit hours in each of the two regular fall/spring semesters and a total of six semester credit hours or equivalent approved research time during the summer sessions.

e. Assignment of Workload.

1. Student needs shall be the primary factor in the distribution of courses within a department and in the scheduling of classes, taking into account required elective, survey, advanced or graduate classes; and the allocation of day and evening sections. Insofar as consistent with student needs and the academic integrity of the program, the compactness of

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faculty schedules will be taken into account. Full-time faculty, where qualified, shall receive precedence in the assignment of a full workload. A full workload shall be provided, where possible, before Unit personnel are assigned overloads.

2. The schedule of all classes and all teaching assignments shall be prepared by the Division Director. The prepared schedule of all classes and all teaching assignments shall be reviewed by the Dean prior to implementation. Should the student needs or the academic integrity of the program not be met by the distribution of course offerings or its schedule of classes or its teaching assignments, the Division shall make necessary adjustments as required by the Executive Dean.

3. Should there be a serious difference of opinion between a faculty member and the Division Director over an assignment of courses, the Executive Dean shall resolve the matter.

Section 2.

A Unit member shall not be required to teach and excessive number of contact hours, or assume an excessive student load, it being recognized by the parties that the faculty has an obligation, among others, to be available to students, to assume normal committee assignments, and to engage in research and community service.

The parties agree that upon execution of this Agreement, representatives of the Union shall meet with the President of

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the Brooklyn Center and/or his designees for the express purpose of formulating, within 60 days, an equitable workload distribution, and a method of adjusting such workload or providing additional compensation in instances where class sessions are determined to be excessive. In determining what is "excessive" or "unreasonable" in this paragraph, practices in the College of Pharmacy during the 1980-81 academic years shall be one of the important elements to be considered.

ARTICLE X

ACADEMIC CALENDAR & CEREMONIES

The Administration will consult with the AAUP-AMS in addition to other constitutencies in setting the calendar before it is published for the academic year.

Both parties reaffirm that attendance at ceremonial occasions such as commencement exercises and special convocations represents an important part of the professional obligations of the faculty. In this connection, it is expected that all faculty members, as a part of their professional responsibilities, will participate in all such ceremonies. Any faculty member finding himself unable to attend a ceremonial occasion shall so notify the marshall.

ARTICLE XI

ANNUAL LEAVE

Section 1. Faculty with Academic Year Appointment.

The period of annual leave for full-time teaching members of the faculty appointed for the academic year shall be from the day subsequent to the Spring Commencement at the Brooklyn Center until the first Tuesday of September following such Commencement or an equivalent period.

Section 2. Faculty with Calendar Year Appointment.

Persons appointed for a calendar year shall have one calendar month per year of annual leave.

ARTICLE XII

TERMINATION FOR CAUSE

Section 1.

Members of the bargaining unit may be removed and/or suspended for one or more of the following reasons:

a. Incompetent service

b. Gross neglect of duty

c. Physical or mental incapacity to perform duty

d. Conduct unbecoming a member of the faculty. This subsection shall not be interpreted as to constitute interference with academic freedom.

Section 2.

Proceedings for the removal of such a person shall be initiated by service on behalf of the President, Vice President or appropriate dean as designees of the Board and acting in its name upon the person involved of a notice setting forth all the charges pending against him/her.

Section 3.

Within ten (10) calendar days, the Faculty Council of the School of Pharmacy or a committee designated by it, shall commence a hearing and investigation of the charges. In case of the failure of the Council or its designated committee to act, the President may appoint a committee. The person so charged shall be entitled to a hearing before the committee with the right of representation by the AAUP-AMS or by any person or persons of his/her choice. The charged person

shall further be entitled to an appeal before the Chancellor, or his designee, based on the record before the committee prior to the Board's final determination on the question of his/her removal.

Section 4.

Unit members may select arbitrators in accordance with Article XVIII in lieu of the proceedings set forth in Section 3 above.

ARTICLE XIII

MANAGEMENT RIGHTS/UNION RIGHTS

Section 1.

Nothing in this Agreement shall derogate or impair any power, right or duty heretofore possessed by the Employer except where such right, power, or duty is limited by a specific provision of this Agreement.

Section 2.

The AAUP-AMS shall be granted the right to hold meetings, post notices, use inter-office phones and inter-campus mail in the same way that such privileges are afforded any other faculty or student organization. The President of the AAUP-AMS may have access to ordinary secretarial service for purposes of contract administration providing such secretarial service does not interfere with the normal working operations of the College and provided, further, that such right shall not be extended for the preparation of any proposals related to the negotiation of a successor to this Agreement.

Section 3. Information and Data.

The University shall provide the AAUP-AMS with available information concerning name, sex, address of record, division, rank, years in rank, tenure status, salary and work year of all members of the Unit by November 1st of each year.

ARTICLE XIV

REASSIGNMENT OF PERSONNEL

Section 1. Temporary Reassignment.

At the request of an individual faculty member or the University Administration, an underloaded faculty member may be transferred in a part-time capacity to make up underload to another Center or unit of Long Island University. Temporarily reassigned faculty members will continue to exercise seniority, tenure and voting rights in their original departments at the Arnold & Marie Schwartz College of Pharmacy and Health Sciences of Long Island University, regardless of the locus of or cognizance over assigned workload.

Section 2. Transfer.

At the request of an individual faculty member or the University Administration, said faculty member may be transferred in a full-time capacity to another department or unit with the Brooklyn Center of Long Island University.

ARTICLE XV

WAGES

Section 1.

A. Effective September 1, 1981 each continuing full-time unit member whose 1980-81 contract base salary is more than $20,000 per annum, shall receive an increase of $2,100 in contract base salary; unit members whose 1980-81 contract base salary is less than $20,000 shall receive an increase of $1,600 in contract base salary. Further, all those continuing full-time unit members who are employed shall receive an increase of $300 in contract base salary effective January 1, 1982.

B. Effective September 1, 1982 each continuing full-time unit member whose 1981-82 contract base salary is over $30,000 per annum shall receive an increase of $3,000 in contract base salary; unit members whose 1981-82 contract base salary is less than $30,000 per annum but greater than $20,000 per annum shall receive an increase of $2,500 in contract base salary; unit members whose 1981-82 contract base salary is less than $20,000 per annum shall receive an increase of $2,000 in contract base salary.

Section 2.

Unit members promoted in rank shall receive an increase of $500 in contract base salary. Such increase shall be awarded on the effective date of the promotion.

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FRINGE BENEFITS

All members of the bargaining unit, currently employed in their regular capacity, are eligible (and may be required as specified below) to participate in the fringe benefit plans described in this Article provided they meet the particular requirements for each plan as described in this Article and as set forth by the individual carrier(s).

Section 1. Retirement Plan

Unit members employed at the AMS School of Pharmacy & Health Sciences during the Fall, 1981 semester shall be entitled to continue their participation in the TIAA/CREF under the Plan terms in effect prior to the execution of this agreement.

Unit members hired at the AMS School of Pharmacy and Health Sciences following the execution of this agreement who meet the eligibility criteria as set forth in the Plan shall be eligible for participation in the University's standard TIAA/CREF Plan as follows:

(a) Participation

Participation is mandatory for faculty who have been awarded tenure. Participation in the plan requires the completion of one(1) year of service. The preliminary service period requirement will be waived for an employee, otherwise eligible, who already holds a retirement annuity contract issued by Teachers Insurance and Annuity Association.

(b) Retirement Age

Subject to applicable law, all participants in this retirement plan shall retire at the end of the academic year in which they attain age sixty-five(65) (sixty-eight(68) for those enjoying tenure before August, 1973), herein called normal retirement age.

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(c) Contributions

Each participant in this retirement plan shall contribute five percent (5%) of his regular monthly compensation which will be deducted from his monthly salary check. Long Island University will contribute five percent (5%) of the first $400 of the monthly compensation and eleven percent (11%) of the compensation amount in excess of $400. The combined contribution will be applied to the purchase of retirement benefits for the participant as follows:

(i) Allocations between TIAA and College Retirement Equities Fund ("CREF") may be made in any proportion which the participants designate.

(ii) Designated percentages or, in the absence of a participant's designation, the full amount will be forwarded to TIAA as a premium for a retirement annuity contract on the participant's life or to CREF as a premium for an Equities Fund unit annuity certification on the participant's life.

(d) Contracts

Each retirement annuity contract written in accordance with subsection 1(c) of this Article is for the sole purpose of providing a retirement income and/or death benefit and is the property of the individual participant. Each contract is between the participant and the issuing company.

The Board reserves the right to modify this plan at any time, subject to the terms of this Agreement.

Section 2. Group Life Term Insurance.

Eligible faculty may participate in a contributory group term life insurance plan as provided in the group life term policy issued to the University.

Such plan shall provide coverage in the amount of twice the participating covered faculty member's salary, and the University shall assume the cost of the first $25,000 coverage. The balance of the amount of coverage shall be contributed by the covered participating member at the rate of fifty (50) cents per $1,000 of coverage per month, which shall be deducted from his regular monthly compensation.

Section 3. Tuition Remission.

The Board agrees to provide to members of the bargaining unit, immediately upon appointment, remission of tuition charges for any course or courses to be taken in the University, those specific courses being subject to the approval of the appropriate Dean or Vice-President. Tuition remission does not apply to noncredit courses.

Spouses of bargaining unit members are entitled to remission of tuition for any credit course(s) to be taken in the University.

Dependent children of bargaining unit members are entitled to remission of tuition for eight (8) semesters of full-time collegiate study or its equivalent of part-time study in any school or college of the University. The criteria determining dependency are those established by the Internal Revenue Service for income tax purposes.

Recipients of tuition remission shall be required to apply for any tuition assistance available under federal, state, and local laws. The total of remission and assistance granted by the University will be net of the legally allowable awards.

Section 4. Death Benefits to Spouse.

The Board agrees to provide for the benefit of the surviving spouse a monthly grant equal to one (1) month's salary (1/12 of annual salary) for each year of service to the University up to six (6) years or the accrued salary owed to the deceased for the contract year, whichever is greater.

Section 5. Major Medical Expense Insurance.

(a) The University shall continue to provide a Major Medical Insurance plan covering the unit members on a non-contributory basis, with the following improvements effective as of September 1, 1981:

(i) Increase of maximum coverage to $250,000;

(ii) Adjustment of deductible to $100 per person with a maximum of $300 per family per calendar year; and

(iii) Termination of coinsurance (80% - 20%) after $10,000 benefit payment.

The University shall continue to cover retirees who completed ten (10) years of employment under the major medical plan, and effective September 1, 1980, shall increase the maximum benefit to $50,000.

Section 6. Total Disability Benefits Plan.

Unit members may participate in the TIAA Total Disability Plan on a noncontributory basis after they have completed one (1) year of full-time service.

Beginning on the first of the month following six (6) consecutive months of total disability and continuing during such disability until the eligible unit member reaches age sixty-five (65) or until his prior death, he shall receive:

(a) A monthly income benefit which, including any income benefits payable from Social Security and Workmen's Compensation, is equal to sixty percent (60%) of the first $2,000 of the unit member's covered monthly salary, plus forty percent (40%) of covered monthly salary in excess of $2,000 as of the date the disability began, but not to exceed $1,500 monthly. In no event will the TIAA monthly income benefits be less than $50, even though this amount plus Social Security and Workmen's Compensation benefits may bring the unit member's total income to more than fifty percent (50%) of salary.

(b) A monthly waiver benefit of the amount being paid to TIAA-CREF annuity in accordance with the provisions of the Board's plan shall be paid by the Board, but not to exceed ten percent (10%) of the first $400 of the individual's covered monthly salary in excess of $400 as of the date the disability began. This waiver benefit is credited as monthly premiums on annuity.

Section 7. Hospitalization - Surgical Insurance.

Eligible faculty may participate in the Blue Cross and Blue Shield of Greater New York plan adopted by the University. Participation may include hospitalization insurance alone or may be extended to include the surgical-medical plan. The University agrees to provide coverage on a noncontributory basis, effective September 1, 1980, for each participating faculty member who has completed four (4) months of employment.

The University shall provide family coverage under the plan for participating faculty members by contributing sixty-five percent (65%) of the cost thereof, effective September 1, 1980.

Section 8. Tuition Assistance.

The University shall provide undergraduate tuition assistance to unit members whose dependents are in attendance to other institutions of higher learning at the rate of $500 per year per dependent as per Internal Revenue Service regulations. Tuition Assistance and Tuition Remission shall not be granted for the same dependent.

Section 9. Benefits for Retireees.

(a) Retirement Age

The normal age of retirement shall be as specified by law.

(b) Post-Retirement Employment

Upon recommendation of his Department and Administration and subject to the approval of the Board of

Trustees, a faculty member who has passed the age of retirement may be offered annual full-time contracts (or part-time contracts on a pro-rata basis) with the continuation of all faculty benefits except tenure, sabbatical leave, and contributions to pension annuity. Retired faculty shall be eligible for adjunct teaching in all sessions and semesters upon recommendation of their Department.

(c) Miscellaneous Benefits

Retired faculty members shall continue to enjoy full tuition remission or tuition assistance for their dependent children (the benefit shall continue in the event of the death of the retired member) and the right to use available office space, laboratories, the library, and other campus facilities. Major medical benefits shall be provided to retirees pursuant to Section 5 of this Article.

(d) Early Retirement

Participation in the early retirement programs sponsored by the Employer shall be voluntary.

Section 10. Miscellaneous Benefits.

The University will continue to provide emergency loans and doctoral loans to the faculty, as such benefits have heretofore existed.

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Purpose.

The University and the AAUP-AMS agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. The orderly processes hereinafter set forth shall be the sole method used for the filing and processing of any grievance.

Section 2. Definition.

A Grievance is an allegation made by a Unit member that there has occurred a violation, misinterpretation, or improper application of a specific term or provision of this Agreement. Allegations involving substantive matters of appointment, reappointment, promotion and assignment shall not be considered grievable under this Article, and, therefore, the provisions of this Article do not apply to such allegations. (Procedural matters are subject to this article.)

Section 3. Procedure.

a. Informal Stage. An aggrieved Unit member and the appropriate Division Director shall meet to resolve a grievance in an informal manner. No determination shall be made by the Division Director at such an informal meeting which diminishes, amends or otherwise modifies the provisions of this Agreement.

b. A grievance shall be filed in writing within fifteen (15) work days from the date of knowledge of such occurrence.

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Any grievance not processed in accordance with the time limits specified herein shall be deemed waived. The written grievance shall set forth the basis therefore with reasonable particularity, including a designation of the Article(s) of the Agreement relied upon, and the remedy requested.

STEP 1: All written grievances shall be filed with the appropriate Dean. The Dean shall, within fourteen (14) work days of receipt of the grievance, meet with the grievant and an authorized representative of the AAUP-AMS, for the purpose of resolving the grievance.

STEP 2: If the grievance has not been resolved at STEP 1, then, within fourteen (14) work days after receipt of the decision of the Dean, the grievant may submit the grievance in writing to the President of the Brooklyn Center. The President or his/her designee shall, within fourteen (14) work days of receipt of the grievance, meet with the grievant and a representative of the AAUP-AMS for the purpose of hearing the grievance.

STEP 3: If the grievance has not been resolved at STEP 2, then within fourteen (14) work days after receipt of the STEP 2 decision the AAUP-AMS alone may request review of the President's decision by giving notice to that effect directed to the office of the Vice Chancellor of Long Island University. The Vice Chancellor or his/her designee shall, within thirty (30) work days of receipt of the notice requesting review of the President's decision, convene a hearing to consider the

substance of the grievance. The Vice Chancellor or his/her designee shall be aided in his/her review of the matter by an advisory panel to be constituted as follows: The panel shall consist of one tenured full-time faculty member of the Arnold and Marie Schwartz College of Pharmacy designated by the AAUP-AMS and one member of the tenured full-time faculty of the Brooklyn Center designated by the Center President. The designated representatives of the Center and the AAUP-AMS shall hear the evidence presented at the hearing and serve solely in an advisory capacity to the Vice Chancellor or his/her designee. Within thirty (30) days of the conclusion of the hearing(s) before the Vice Chancellor or his/her designee, the Vice Chancellor or his/her designee shall issue a decision in writing to the AAUP-AMS.

Section 4. Arbitration.

If the grievance has not been settled at STEP 3, then within fifteen (15) calendar days after the receipt of the STEP 3 written decision, the Union alone may request ~~advisory~~ binding arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of the Vice Chancellor of Long Island University and the American Arbitration Association.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, subject to the provisions below:

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(a) In no event shall the arbitrator have the authority to recommend additions to, subtractions from, modifications of or amendments to the provisions of the Agreement.

(b) The costs of arbitration, excluding advocate fees or unilateral withdrawal, postponement or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

(c) The arbitrator's opinion and award shall be ~~advisory to the~~ binding on both parties, except in the case of class action.

(d) Within ten (10) days following the receipt of the arbitrator's award the Vice Chancellor shall inform the Union of the University's final decision in writing.

Section 5. General Provisions.

a. Wherever a time limit is provided by this Article, the parties shall have the right to extend the period only by mutual written consent. It is understood that the purpose of the procedure is to resolve grievances quickly, and that extensions shall be sought only for good cause.

b. Hearings or conferences, under this Article, shall not be held at a time when Unit members, who are entitled to attend hearings or who are called as witnesses by either party, are required to meet assigned classes.

c. A grievant may withdraw his/her grievance at any level. In any event, the withdrawal or resolution of a grievance shall not constitute a precedent which might affect similar cases.

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d. No reprisal of any kind shall be taken against any Unit member for the filing and processing of any grievance.

Section 6.

It shall be the intention of the parties to settle all differences between the University and the AAUP-AMS through grievance machinery in accordance with the provisions of this Agreement. Therefore, the University agrees that it will not lock out its employees and the AAUP-AMS agrees that it will not directly or indirectly sanction, promote, encourage or effect a strike, slowdown or work stoppage during the life of this Agreement.

In case of a dispute between the University and another union, the employees covered by this Agreement will not take part in a sympathy strike. In the event of a strike by another union at Long Island University, the Unit members covered by this Agreement will not be requested to do any work normally assigned to members of the striking bargaining unit.

ARTICLE XVIII

NO STRIKE/NO LOCKOUT

The Union expressly agrees that it will not participate in counsel, or induce any type of strike or job action during the term of this contract, and, likewise, the Employer expressly agrees not to lockout any of its employees included in this unit during the life of the Agreement.

ARTICLE XIX

UNIVERSITY - AAUP-AMS RELATIONSHIPS

Section 1.

The Board and the AAUP-AMS agree to maintain the academic character of the University as an institution of higher education.

Section 2.

Academic policies and decisions as to programs, curriculum, methods of teaching, academic criteria and procedures for the selection and assignment of personnel are not subject to this Agreement.

Section 3.

Nothing contained in this Agreement shall be construed to diminish the rights granted under the Statutes of the Board to the entities and bodies within the internal structure of Long Island University so long as such rights are not in conflict with a specific provision of this Agreement. If a specific provision of this Agreement requires a change in the Statutes of the Board, such a change will be effected by the Board.

Section 4.

The rights, functions and powers of the Board and of the officers and agents of the University, under the applicable law of the State and the Statutes of the Board shall remain vested in the Board and in said officers and agents, except as to matters explicitly covered by the provisions of the Agreement. Except as specifically provided in this Agreement,

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this Agreement shall not be deemed to impair or limit the authority of the Board and the officers of the University under its Statutes and the laws of the State.

Section 5.

a. If there is an inconsistency or conflict between the Statutes of the Board and a specific provision of this Agreement, the specific provision of this Agreement shall prevail. The Board reserves the right to amend the Statutes or written policies or regulations of the Board providing that such Statutes or written policies or regulations do not violate any specific provisions of this Agreement.

b. In the event it is proposed that a Statute, procedure or policy affecting a term or condition of employment of all or some of the employees covered by this Agreement be adopted, amended or rescinded by resolution of the Board, the AAUP-AMS shall be given notice and an opportunity to consult in respect to said action prior to said action being taken or becoming effective.

c. The Board will furnish the AAUP-AMS with copies of all proposed Statutes at such time as the Board serves requisite notice of its intention to amend the Statutes.

Section 6.

This Agreement is the entire Agreement between the parties, and terminates any prior agreements and understandings. During the term of this Agreement, neither party will without the consent of the other, seek by any means to modify the continued effectiveness of its stated terms.

ARTICLE XX

DURATION

This Agreement shall be in full force and effect for five (5) years and one day commencing with October 31, 1981; except that either party by at least sixty days' notice to the other prior to October 31, 1983 may call for renegotiations of the subject matters of Articles XV (Wages), VII (C.E.), and Article XVII, Section 4 (Arbitration).

IN WITNESS WHEREOF the parties have hereunto set their hands this 27 day of JANUARY, 1982.

LONG ISLAND UNIVERSITY

By _____

AAUP-AMS

By _____

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Long Island University

BROOKLYN CENTER

University Plaza
Brooklyn, New York 11201
Telephone 212-834-6300

President

The attached 10 pages constitute the full 20 October 1983 modification to the 27 January 1982 agreement between Long Island University and the Arnold & Marie Schwartz College of Pharmacy and Health Sciences Chapter of the American Association of University Professors. This new agreement shall be in force when ratified by the University Board of Trustees and the AAUP/AMS membership.

LONG ISLAND UNIVERSITY

By Edward A Clark

AAUP/AMS

By

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Article XXI

Duration

This agreement shall be in full force and effect for five (5) years and one day commencing with October 31, 1981; except that either party by at least sixty days' notice to the other prior to October 31, 1985 may call for renegotiations of the subject matters of Article XV (Wages) and any other two articles chosen by each of the parties.

In witness thereof the parties have set their hands this 20th day of October, 1983.

LONG ISLAND UNIVERSITY

By Edward A Cleark

AAUP/AMS

By

17 October 1983

Article VII

Contractual Employment

The same to section C. Replace C with:

C. The reappointment of faculty members holding contractual employment shall depend only upon continued capable service and the economic ability of the University to offer reappointment, but such faculty members will not be subject to the annual peer evaluation of Article IV.

Notice of non-reappointment shall be given by 31 March to take effect on 31 August of the year following the year in which notice was given.

D. Faculty members holding contractual employment shall have access to the grievance procedures. Matters of reappointment shall come under the procedures of Article XVII.

Signed: Edward A Clark

Edward A. Clark
President

Signed:

George Perentesis
Chairman, AAUP/AM

20 October 1983

Article VII

Contract Employment

New Section

E. Recall Rights

Contract employment faculty, whose appointments are not renewed solely for economic reasons, shall have the right of preferential recall provided that the terminated faculty member possesses the academic specialty required for the newly opened position. Determinations of academic specialty shall be made by the Executive Dean. The right of recall shall be for two years after the effective date of termination. Any disagreement resulting from this procedure shall be subject to the grievance procedure of Article XVII.

A notice of recall will be made by certified mail, return receipt requested. The notice will be mailed to the last known address of the former faculty member. He will have 30 work days to respond. Failure to respond or refusal to accept the offer of employment will terminate all recall rights. Any such notice shall also be given to the Union at the same time notice is sent to the faculty member.

Signed: Edward A Clark

Edward A. Clark
President

Signed: _____

George Perentesis
Chairman, AAUP/AMS

October 10, 1983
~~University Proposal~~

Article XII

Discipline For Cause

Section 1.

Members of the bargaining unit may be removed, suspended for one or two semesters, have their pay reduced, or be issued a letter of reprimand for one or more of the following reasons:

a) Incompetent service
b) Gross neglect of duty
c) Physical or mental incapacity to perform duty
d) Conduct unbecoming a member of the faculty. This shall not be interpreted to constitute interference with academic freedom.

Section 2.

Proceedings for the removal, suspension, or discipline, of such a person shall be initiated by the Executive Dean, who shall cause a notice to be given to the accused faculty member setting forth all the charges pending against the faculty member. The dean shall conduct a summary administrative hearing to ascertain the validity of the charges and an appropriate discipline. He shall recommend such discipline to the President or other designee of the Board of Trustees.

Upon approval of the President, the Executive Dean shall notify the faculty member of the disposition of the charges and the discipline to be imposed.

Section 3.

Within 30 days after receiving the notice of the intended discipline from the Executive Dean, the Faculty member may seek binding arbitration in accordance with the rules of the American Arbitration Association, by giving notice to that effect to the Vice Chancellor of the University and the American Arbitration Association. Notice of an intention to seek arbitration shall ordinarily stay the intended discipline. If this notice is not filed within 35 calendar days after the Dean has mailed (by certified mail to the official address of the faculty member) the notification of the Dean's action, the faculty member shall have waived his right to arbitration.

The unit member shall be entitled to representation by the AAUP/AMS or by any person of his choice. The arbitration shall be empowered to hear the charges and to render a decision as to their truth or falsity. The burden of proving the charges shall rest with the University. If the charges are sustained he will be empowered to modify the action of the dean only if in his judgement that action was arbitrary.

Section 4.

A faculty member disciplined in accordance with this article would have a record of such discipline entered into his personnel file. Should he remain employed by the University that record would be removed after a period of 3 years.

Signed: Edward A. Clark
Edward A. Clark
President

Signed:
George Perentesis
Chairman, AAUP/AMS

Article XV

Wages

Section 1.

A. All continuing full-time unit members who are on the payroll as of August 31, 1983, shall be entitled to a salary increase on 1 September 1983 consisting of 5.5% of their annual base salary in effect on 31 August of 1983 plus $450.

B. All continuing full-time unit members who are on the payroll as of 31 August 1984 shall be entitled to a salary increase on 1 September 1985 of 5.5% of their annual base salary in effect on 31 August 1984 plus $450.

Section 2.

Unit members who are promoted in rank subsequent to the ratification of this new agreement shall be entitled to an increase of $700 on the effective date of promotion.

Signed: Edward A Clark
Edward A. Clark
President

Signed:
George Perentesis
Chairman, AAUP/AMS

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ARTICLE XX Check-off of AAUP Dues

(a) The University shall deduct ("check-off") from the salaries of members of the AAUP periodic dues, initiation fees (if any) and regularly authorized assessments (if any). These deduction shall be in the amounts prescribed by the AAUP from time to time, provided that the foregoing shall apply only to faculty who have filed with the University a written authorization for such deduction. (See Appendix A1).

(b) The Authorization shall be effective and irrevocable for a period of one(1) year from the date of its execution or until the expiration of this agreement, whichever occurs sooner, unless written notice is given to the University and the AAUP not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the authorization or the expiration of this Agreement, whichever shall occur sooner.

(c) The University shall check-off from each regular paycheck the appropriate fractional amount of all monies due, and shall remit the receipts to the treasurer of the AAUP within thiry (30) calendar days thereafter. This provision shall apply only to those faculty members who file the authorization required in paragraph (a) above at least fourteen (14) calendar days prior to the next regularly scheduled payroll.

d. The AAUP assumes full responsibility for the monies so deducted once they have been forwarded to the AAUP and agrees to hold the University harmless and blameless from any and all actions or claims arising concerning the disposition of said monies once they have been forwarded-

e. The provisions of this Article shall be implemented with the first paycheck issued after January 1, 1984, based on any and all authorization received by the University on or before December 15, 1983.

George P Peretesis

Edward A Clark

ARTICLE XVII

GRIEVANCE PROCEDURE

Section 1. Purpose.

The University and the AAUP-AMS agree that they will use their best efforts to encourage the informal and prompt settlement of grievances. The orderly processes hereinafter set forth shall be the sole method used for the filing and processing of any grievance.

Section 2. Definition.

A Grievance is an allegation made by a Unit member of the AAUP-AMS that there has occurred a violation, misinterpretation, or improper application of a specific term or provision of this Agreement. Allegations involving substantive matters of appointment, reappointment, promotion and assignment shall not be considered grievable under this Article, and, therefore, the provisions of this Article do not apply to such allegations. (Procedural matters are subject to this article.)

Section 3. Procedure.

a. Informal Stage. An aggrieved Unit member and the appropriate Division Director shall meet to resolve a grievance in an informal manner. No determination shall be made by the Division Director at such an informal meeting which diminishes, amends or otherwise modifies the provisions of this Agreement.

b. A grievance shall be filed in writing within fifteen (15) work days from the date of knowledge of such occurrence.

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Article XVI

Fringe Benefits

Section 7. Change paragraph 2 to

The University shall provide family coverage under the plan for participating faculty members by contributing 75% of the cost thereof effective 1 September 1983.

Section 11. Sabbaticals.

Unit members shall continue to enjoy eligibility for sabbaticals as previously. However, those holding either full year or half year sabbaticals shall be compensated at the rate of 2/3 of their base compensation during the period of leave.

Signed: Edward A Clark
Edward A. Clark
President

Signed:
George Perentesis
Chairman, AAUP/AMS

20 October 1983 10

Memorandum of Understanding

Section 1.

Effective 20 October 1983, Article IV of the collective bargaining agreement shall be interpreted such that all matters regarding appointment, reappointment, promotion and tenure shall be evaluated by a College Faculty Review Committee as set forth in Section 1, paragraph b.

Section 2.

It is agreed that all new appointees to the various Health Science Programs included within the Arnold and Marie Schwartz College of Pharmacy and Health Sciences shall, upon appointment, be members of the AAUP/AMS bargaining unit.

LONG ISLAND UNIVERSITY

By Edward A. Clark

AAUP/AMS

By